

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA,
COLUMBIA DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JUSTIN HUNTER,

Defendant.

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Case No: 3:25-cv-01999-MGL

COMPLAINT

NOW COMES Plaintiff, the United States of America, by and through undersigned counsel, hereby sets forth its Complaint against the Defendant, Justin Hunter and states as follows:

I. JURISDICTION AND VENUE

1. This breach of contract action to collect an indebtedness is brought by the United States of America on behalf of the Small Business Administration ('SBA') pursuant to Title 28, United States Code, §1345 and Title 28, United States Code, §3001.
2. The United States Small Business Administration is the holder of a promissory note that evidences the loan that is the subject of this litigation. The due and owing debt was referred to the US Department of Treasury's Bureau of Fiscal Service for collection in accordance with the Debt Collection Improvement Act of 1996 (31 U.S.C. §3701, et seq.) and ultimately referred to the United States Department of Justice for enforced collection.
3. Defendant, Justin Hunter, is a resident of Sumter County, South Carolina within the jurisdiction of this Court and may be served with process at 1005 Cutleaf Dr., Sumter, SC 29150.

II. FACTS

4. Paragraphs 1-3 of the Complaint are hereby realleged as if fully rewritten herein.
5. On October 23, 2015, SBA authorized a loan in the amount of \$8,200.00 to Justin Hunter, and, by and through an Administrator, signed the Authorization. A true and accurate copy of the SBA Authorization is attached herein as **Exhibit A**.
6. On October 26, 2015, Justin Hunter procured an SBA loan from U.S. Small Business Administration in the amount of \$8,200.00. Justin Hunter signed the promissory note for the SBA Loan in which he agreed to repay the loan together with interest thereon. A true and accurate copy of the Promissory Note is attached herein as **Exhibit B**.
7. On November 17, 2015, Justin Hunter procured a modification of the aforementioned loan, whereby reducing the monthly payments due and extending the maturity of the aforementioned loan, with the other terms of the Note remaining unchanged. A true and accurate copy of the Loan Modification is attached herein as **Exhibit C**.
8. Defendant, Justin Hunter, defaulted on repayment of the SBA Loan.
9. SBA is currently the holder of the Note and entitled to collect the debt due thereon.
10. After applying all payments and proceeds received, the current balance due and owing on the SBA Loan totals \$7,778.30. A true and accurate copy of the Certificate of Indebtedness is attached herein as **Exhibit D**.

COUNT ONE: BREACH OF CONTRACT- 28 U.S.C. §3001 –

11. Paragraphs 1-10 of the Complaint are hereby realleged as if fully rewritten herein.
12. Defendant, Justin Hunter defaulted on the SBA Loan.
13. SBA holds the Note evidencing the due and owing debt under the SBA Loan.

14. Defendant, Justin Hunter, owes the United States of America the sum of \$7,778.30, which includes the pre-collection principal balance of \$5,452.45, plus statutory fees and costs in the amount of \$2,062.43 and \$263.42, interest from March 26, 2019, through November 19, 2024. *See* Certificate of Indebtedness, Exhibit D *supra*.
15. Following the entry of judgment, the United States respectfully requests judgment interest at the statutory rate in accordance with Title 28 United States Code, §1961.
16. Pursuant to Title 28, United States Code, §2412 (a) (2), the United States respectfully requests an amount equal to the filing fee, if any, prescribed in Title 28, United States Code, §1914 (a).
17. Pursuant to the terms of the Note, the United States respectfully requests reasonable attorney's fees and costs. *See Note*, at ¶5), ("Without notice and without Borrower's consent, Lender may: A) Incur expenses, including reasonable attorney's fees and costs, to collect amounts due under this Note and enforce the terms of this Note or any other Loan Document. If SBA incurs such expenses, it may demand immediate reimbursement from Borrower or add the expenses to the principal balance ...).

WHEREFORE, Plaintiff, the United States of America, on behalf of the Small Business Administration, respectfully prays for relief as follows:

- a. Damages for the SBA Loan in the amount of \$7,778.30.
- b. Statutory post-judgment interest pursuant to 28 U.S.C. § 3717(a).
- c. An amount equal to the filing fee, if any, prescribed in 28 U.S.C. §1914 (a) pursuant to 28 U.S.C. §2412 (a) (2).
- d. Any additional attorney's fees and costs incurred in this action; and

e. For such other relief as the Court deems just and proper.

Date: March 18, 2025

Respectfully submitted,

By: /s/ Eric Hale, Esq.

Eric Hale (Federal Bar #9404)

On behalf of Schuerger Law Group

1044 Wildwood Centre Drive

Columbia, SC 29229

(803) 726-3558 - Tel.

Email: ehale@schuergerlaw.com

Copies to: efiling@schuergerlaw.com

Attorney for Plaintiff United States of America